

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SAMSARA INVESTMENT III, LLC,

Plaintiff,

- against -

07 Civ. 9385 (JFK)

JERRY L. WALLACE,

Defendant.

**PLAINTIFF'S INITIAL DISCLOSURES  
PURSUANT TO RULE 26 F.R.C.P.**

Plaintiff Samsara Investment III, LLC, ("Samsara"), by its attorneys, Haynes and Boone, LLP, for its Initial Disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, states:

**F.R.C.P. 26(a)(1)(A):**

The following individuals are likely to have discoverable information which Samsara may use to support its claims or defenses in the action:

**Rodney Bell**  
Jerry Wallace Developments LLP  
151 Regions Way  
Suite 6A  
Destin, Florida 32541

**Tom Duggan**  
Unknown

**Jeff Haslett**  
JM Advisors  
6005 Johnson Avenue  
Bethesda, Maryland 20817

**Edward Heath**  
Rich Mountain Financial Services  
5710 LBJ Freeway  
Suite 328  
Dallas, Texas 75240

**Michael O'Sullivan**  
JM Advisors  
6005 Johnson Avenue  
Bethesda, Maryland 20817

**Sachin Shah**  
Samsara Investments III, LLC  
301 Kshamalaya  
37 New Marine Lines  
Mumbai, India 400020

**Alan C. Sheppard, Esq.**  
Greenberg Traurig, P.A.  
450 South Orange Avenue  
Suite 650  
Orlando, Florida 32801

**Jerry Wallace**  
4458 Ocean View Drive  
Destin, Florida 32541

**F.R.C.P. 26(a)(1)(B):**

The documents in the possession, custody or control of Samsara which may be used to support its claims and defenses in this matter include: the Investment Agreement, dated February 23, 2006 (along with exhibits thereto) (the "Investment Agreement"); the Amended and Restated Operating Agreement of Shores Paradise, LLC dated February 24, 2006 (along with exhibits thereto) (the "Operating Agreement"); the Principal Guaranty of Jerry L. Wallace ("Wallace") dated February 24, 2006 (the "Guaranty"); and all related documentation and/or communications between Samsara and any other parties, including, but not limited to, Wallace, relating to the Investment Agreement, the Operating Agreement and the Guaranty, all of which are located in files maintained by Samsara (electronic and otherwise), or which are maintained on its behalf.

**F.R.C.P. 26(a)(1)(C):**

Samsara's damages are to be determined at trial, but are in no event less than \$12,450,000, plus interest, costs and expenses including, without limitation, its attorneys' fees, as provided for by the Guaranty.

**F.R.C.P. 26(a)(1)(D):**

Not applicable.

**F.R.C.P. 26(a)(2):**

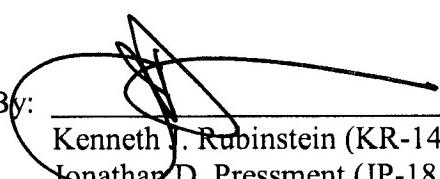
Samsara has yet to retain an expert witness in connection with this matter. Samsara will provide disclosure in accordance with the Federal Rules of Civil Procedure if, and when, it retains an expert.

This disclosure may be supplemented, revised or modified during the course of this action and shall be deemed supplemented, revised or modified by further disclosures made by Samsara during the course of this action, including during discovery.

Dated: January 15, 2008

HAYNES and BOONE, LLP  
*Attorneys for Plaintiff*

By:

  
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